

11/05/03 WED 16:36 FAX 5107423307

11/05/2003 11:23 FAX 310 477 8402

KINKO'S FREMONT  
SHERWOOD PARTNERS, INC.

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#9  
**OFFICIAL**

POWER OF ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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NOV 05 2003

Application of: Kembel et al.

Application No.: 09/558,922

Group Art Unit: 2176

Filed: April 26, 2000

Examiner: C. Nguyen

For: Apparatus and Method of Hosting Internet  
Content

Attorney Docket No.: 10351-0004-999

**REVOCATION AND POWER OF ATTORNEY BY ASSIGNEE  
WITH STATEMENT UNDER C.F.R. 3.73(b)**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

The undersigned assignee of the entire interest in the above-identified subject application for the benefit of creditors of DoDots, Inc. hereby revokes all previous power of attorneys and appoints:

Wilfred Lam (Reg. No. 41,923)

of the firm Innovation Management Sciences, whose address 47787 Fremont Boulevard, Fremont, California 94538, as its attorney to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71.

Please direct all correspondence for this application to:

Innovation Management Sciences  
47787 Fremont Boulevard  
Fremont, California 94538

**Statement Under 37 C.F.R. 3.73(b)**

The undersigned assignee's ownership is evidenced by:

- ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

POWER OF ATTORNEY

- ☒ A General Assignment to Sherwood Partners, Inc. for the benefit of creditors of DoDots, Inc., for which a copy is attached.

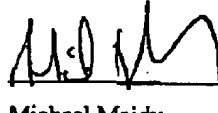
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date:

11/05/03

ASSIGNEE:

Signature:



Typed Name:

Michael Maidy

Position/Title:

President

Sherwood Partners, Inc., solely as  
assignee for the benefit for the creditors  
of DoDots, Inc

### GENERAL ASSIGNMENT

This Assignment is made this 16th day of January 2001, by DoDots, Inc., located at, 501 Ellis Street, Mountain View, California 94043, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, California, hereinafter referred to as Assignee.

**WITNESSETH:** That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer unto Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor.

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this Assignment shall belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

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11/05/2003 11:22 FAX 310 477 8402

KINKO'S FREMONT  
SHERWOOD PARTNERS, INC.

004

003

01/17/2001 14:41 DO DOTS, INC. + 13104778402

NO. 783 0005

Sent By: SHERWOOD PARTNERS INC.;

310 477 8402;

Jan-16-01 8:04AM;

Page 2/3

Assignee is also authorized and empowered to appoint such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

TAX I.D. NUMBERS:

Assignor:

DoDots, Inc.

# \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_


Assignee:

Sherwood Partners, Inc.

# \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Express Mail No. EL 451 595 199 US

<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b> Attorney Docket Number <u>10351-004-999</u>	
TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS Box Assignment Washington, DC 20231	
Please record the attached original documents or copy thereof.	
<b>1. Name of conveying party(ies):</b>  John Alber Kembel      Geoffrey S. Kembel George Andrew Kembel      Jeremy L. Kembel Daniel S. Kim      Joseph A. Bella John Russell      Sridhar T. Devulkar Jake Wobbrock      Mark Wallin  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies):</b>  Name: <u>DoDots, Inc.</u>  Address: <u>830 Steward Drive</u> <u>Sunnyvale, CA 94086</u>  Country (if other than USA): _____
<b>3. Nature of conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>9/11/00; 9/11/00; 9/18/00; 9/8/00; 9/8/00;</u> <u>9/8/00; 9/8/00; 9/20/00; 10/3/00 and 9/20/00, respectively</u>	<b>4. Application number(s) or patent number(s):</b>  If this document is being filed together with a new application, the execution date of the application is: _____  A. Patent Application No.(s) <u>09/558,922</u> B. Patent No.(s) _____  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  William S. Galliani PENNIE & EDMONDS LLP 3300 Hillview Avenue Palo Alto, CA 94304	<b>6. Number of applications and patents involved:</b> <u>1</u>  <b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>40.00</u> Please charge to the deposit account listed in Section 8.  <b>8. Deposit account number:</b> <u>16-1150</u> (order no. 10351-004-999)
<b>DO NOT USE THIS SPACE</b>	
<b>9. Statement and signature.</b>  <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">William S. Galliani      33,885</div><div style="width: 40%; text-align: center;"> _____ Signature</div><div style="width: 20%; text-align: right;">October 10, 2000 _____ Date</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 60%;">Name of Person Signing      Reg. No.</div><div style="width: 40%; text-align: right;">Total number of pages including cover sheet: <u>5</u></div></div>	

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

**ASSIGNMENT**

WHEREAS WE, JOHN ALBERT KEMBEL of Palo Alto, California; GEORGE ANDREW KEMBEL of Menlo Park, California; DANIEL S. KIM of Palo Alto, California; JOHN RUSSELL of Palo Alto, California; JAKE WOBROCK of Palo Alto, California; GEOFFREY S. KEMBEL of Menlo Park California; JEREMY L. KEMBEL of Palo Alto, California; JOSEPH A. BELLA of San Francisco, California; SRIDHAR T. DEVULKAR of San Jose, California; and MARK WALLIN of Mountain View, California have invented certain new and useful improvements in an **Apparatus and Method of Hosting Internet Content**, for which invention we have executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as Serial No. 09/558,922, filed April 26, 2000; and

Whereas, **DODOTS, INC.**, a corporation of the State of Delaware, having its principal place of business at **830 Stewart Drive, Sunnyvale, CA 94086**, (hereinafter referred to as assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold assigned, and set over and by these presents do hereby sell, assign, and set over unto said assignee and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of said United States application (or other application if any there be) in priority to other applications; and we do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being

understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 9/11/00 By: [Signature]  
John Albert Kembel

Date: 9/11/00 By: [Signature]  
George Andrew Kembel

Date: 9/18/2000 By: [Signature]  
Daniel S. Kim

Date: 9/8/2000 By: [Signature]  
John Russell

Date: 9/8/2000 By: [Signature]  
Jake Wobbrock

Date: 9/8/2000 By: [Signature]  
Geoffrey S. Kembel

Date: 9/8/2000 By: [Signature]  
Jeremy L. Kembel

Date: 9/20/2000 By: [Signature]  
Joseph A. Bella

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Sridhar T. Devulkar

Date: 9/20/00 By: [Signature]  
Mark Wallin

**ASSIGNMENT**

WHEREAS WE, JOHN ALBERT KEMBEL of Palo Alto, California; GEORGE ANDREW KEMBEL of Menlo Park, California; DANIEL S. KIM of Palo Alto, California; JOHN RUSSELL of Palo Alto, California; JAKE WOBROCK of Palo Alto, California; GEOFFREY S. KEMBEL of Menlo Park California; JEREMY L. KEMBEL of Palo Alto, California; JOSEPH A. BELLA of San Francisco, California; SRIDHAR T. DEVULKAR of San Jose, California; and MARK WALLIN of Mountain View, California have invented certain new and useful improvements in an **Apparatus and Method of Hosting Internet Content**, for which invention we have executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as Serial No. 09/558,922, filed April 26, 2000; and

Whereas, **DODOTS, INC.**, a corporation of the State of Delaware, having its principal place of business at **830 Stewart Drive, Sunnyvale, CA 94086**, (hereinafter referred to as assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold assigned, and set over and by these presents do hereby sell, assign, and set over unto said assignee and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of said United States application (or other application if any there be) in priority to other applications; and we do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being



understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
John Albert Kembel

Date: \_\_\_\_\_ By: \_\_\_\_\_  
George Andrew Kembel

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Daniel S. Kim

Date: \_\_\_\_\_ By: \_\_\_\_\_  
John Russell

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jake Wobbrock

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Geoffrey S. Kembel

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jeremy L. Kembel

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Joseph A. Bella

Date: 10-03-2000 By: *Sridhar*  
Sridhar T. Devulkar

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Mark Wallin